



DEED OF POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY Infineum International Ltd (registered in England under company number 3623664) whose registered office is at PO Box 1, Milton Hill, Abingdon, Oxfordshire, OX13 6BB (the "Company")

- (A) APPOINTS each of the persons set out in the Schedule (the "Attorneys") severally as its Attorneys with full power on its behalf to execute all documents and do all things for the purpose of or in connection with:
- (i) all actions that may be necessary for the obtaining, ratification, maintenance, transfer, prosecution, defence or general protection of, and post-grant proceedings including amendments and restorations relating to patents now or hereafter registered or to be registered in the name of the Company.
 - (ii) opposing the granting of patents to other applications or to obtain revocation or nullification of such patents already granted
 - (iii) authorising other agents, including overseas agents, to act on behalf of the Company, pursuant to the activities in points (i) and (ii).

And any other document considered by the Attorneys to be necessary or appropriate in connection therewith.

- (B) UNDERTAKES that it will approve and ratify anything done by the Attorneys pursuant to the powers deferred by this deed, and
- (C) CONFIRMS that it intends this document to be a deed and that it executes and delivers the same as deed.

The Schedule

John W Ditsler
Jacob M. Levine

This deed shall take effect from the date below and shall expire on 31 December 2005. This deed shall be governed by and construed in accordance with English law.

DATED:

EXECUTED AS A DEED by
INFINEUM INTERNATIONAL LTD

)	<u>W S McCallum</u>
)	W S McCallum
)	Secretary: Infineum International Limited
)	<u>J M Smith</u>
)	J M Smith
)	Director: Infineum International Limited

ASSIGNMENT
INVENTOR or INVENTORS:

Ian A. W. Bell

Raymond Fellows

Jacob Emert

Antonio Gutierrez

In consideration of payment to be made in accordance with the Policy on Inventions and Patent Awards and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned person(s) named above, herein referred to as UNDERSIGNED, hereby agree(s) as follows:

1) UNDERSIGNED hereby assign(s) to Infineum International Limited, a company incorporated in England, its successors, legal representatives and assigns, herein referred to collectively as ASSIGNEE, the entire right, title and interest, for the United States and all foreign countries, in and to UNDERSIGNED'S invention or improvement and to all patent applications and patents covering same which is described in a patent application entitled

"Dispersants and Lubricating Oil Compositions Containing Same",

said application having been executed on the _____ day(s) of December 2001,
and being further identified as Case No. 2001L007, U.S.S.N. 10/010,668, filed December 6, 2001, and all rights
of priority created by said application under provisions of international conventions or treaties.

2) UNDERSIGNED agree(s) upon the request of ASSIGNEE to execute any and all applications for and documents relating to obtaining patents and the prosecution thereof for said invention or improvement, and any continuations of such applications or substitutes therefor or registrations thereof, and any specific separate assignments of any of the above required for recording in the United States Patent and Trademark Office and any foreign patent office that ASSIGNEE may deem necessary or expedient.

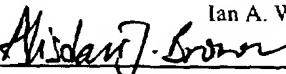
3) UNDERSIGNED agree(s) that in the event of any application based on said assigned invention or improvement, or patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in priority of invention proceedings, UNDERSIGNED will cooperate with ASSIGNEE to the best of the ability of UNDERSIGNED in the matter of preparing and executing all documents and giving and producing evidence in support thereof.

4) UNDERSIGNED agree(s) to perform upon ASSIGNEE'S request any and all affirmative acts to obtain United States and foreign patents covering said invention or improvement and to vest all rights therein hereby conveyed to ASSIGNEE, as fully and as entirely as the same would have been held and enjoyed by UNDERSIGNED if this assignment and sale had not been made.

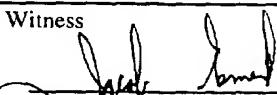
5) UNDERSIGNED hereby authorize(s) ASSIGNEE's attorney to insert at paragraph 1, in this instrument the date(s) on which UNDERSIGNED executed the Declaration for the above-referenced patent application, as well as the filing date and application number thereof when known.

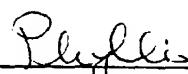
IN WITNESS WHEREOF, this assignment has been executed by UNDERSIGNED on the date opposite UNDERSIGNED'S NAME.

DATE 26th JANUARY 2002  (i.s.)
Ian A. W. Bell Inventor



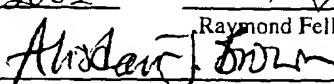
Witness

DATE 4/7/2002  (i.s.)
Jacob Emert Inventor

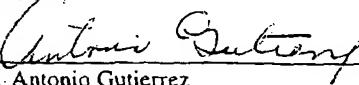


Witness

DATE 24/1 JANUARY 2002  (i.s.)
Raymond Fellows Inventor



Witness

DATE February 7, 2002  (i.s.)
Antonio Gutierrez Inventor



ASSIGNMENT
INVENTOR or INVENTORS:

Robert Robson

In consideration of payment to be made in accordance with the Policy on Inventions and Patent Awards and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned person(s) named above, herein referred to as UNDERSIGNED, hereby agree(s) as follows:

1) UNDERSIGNED hereby assign(s) to Infineum International Limited, a company incorporated in England, its successors, legal representatives and assigns, herein referred to collectively as ASSIGNEE, the entire right, title and interest, for the United States and all foreign countries, in and to UNDERSIGNED'S invention or improvement and to all patent applications and patents covering same which is described in a patent application entitled

"Dispersants and Lubricating Oil Compositions Containing Same",

said application having been executed on the day(s) of 2001,
and being further identified as Case No. 2001L007, U.S.S.N. 10/010,668, filed December 6, 2001, and all rights
of priority created by said application under provisions of international conventions or treaties.

2) UNDERSIGNED agree(s) upon the request of ASSIGNEE to execute any and all applications for and documents relating to obtaining patents and the prosecution thereof for said invention or improvement, and any continuations of such applications or substitutes therefor or registrations thereof, and any specific separate assignments of any of the above required for recording in the United States Patent and Trademark Office and any foreign patent office that ASSIGNEE may deem necessary or expedient.

3) UNDERSIGNED agree(s) that in the event of any application based on said assigned invention or improvement, or patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in priority of invention proceedings, UNDERSIGNED will cooperate with ASSIGNEE to the best of the ability of UNDERSIGNED in the matter of preparing and executing all documents and giving and producing evidence in support thereof.

4) UNDERSIGNED agree(s) to perform upon ASSIGNEE'S request any and all affirmative acts to obtain United States and foreign patents covering said invention or improvement and to vest all rights therein hereby conveyed to ASSIGNEE, as fully and as entirely as the same would have been held and enjoyed by UNDERSIGNED if this assignment and sale had not been made.

5) UNDERSIGNED hereby authorize(s) ASSIGNEE's attorney to insert at paragraph 1, in this instrument the date(s) on which UNDERSIGNED executed the Declaration for the above-referenced patent application, as well as the filing date and application number thereof when known.

IN WITNESS WHEREOF, this assignment has been executed by UNDERSIGNED on the date opposite UNDERSIGNED'S NAME.

DATE 25th January 2002 Inventor Robert Robson (LS)
Tina Breskell Witness

DATE _____ (LS)
Inventor _____

Witness

DATE _____ (LS)
Inventor _____

Witness

DATE _____ (LS)
Inventor _____